# MICHIGAN LAW REVIEW

PUBLISHED MONTHLY DURING THE ACADEMIC YEAR, EXCLUSIVE OF OCTOBER, BY THE
**LAW FACULTY OF THE UNIVERSITY OF MICHIGAN**

**SUBSCRIPTION PRICE $2.50 PER YEAR.** **35 CENTS PER NUMBER**



## NOTE AND COMMENT

THE LAW SCHOOL—PRESIDENT ANGELL ON LARGER PRELIMINARY REQUIREMENTS—FACULTY CHANGES—ENROLLMENT.—President Angell, in his Report to the Board of Regents for the year ending September 28th, 1909, after mentioning the fact that the total attendance of students at the University last year was 5,223—"the largest number ever on our rolls"—and expressing gratification that the largest increase was in the Literary Department, says: "* * * important as is the prosperity of our professional schools, the foundation of our strength must be found in the successful work in our Literary Department. Our professional faculties all welcome the broadest and richest preliminary training for their students. The medical students will hereafter be required to have completed two years of work in the Literary Department before entering on their medical studies.

"The Engineering Department is encouraging and stimulating its students to a broader course of training than has heretofore been required of them. A larger preliminary requirement for the law students cannot long be deferred if we are to retain the high reputation of the Law Department. * * *

"The new requirement of two years' work in the Literary Department for admission to the Department of Medicine and Surgery may be expected to

reduce for a time the number of students. But a similar step has to be taken by every medical school which keeps its place in the rank of the best schools in the country. Of course it raises the grade of medical education throughout the land. We could not afford to be behind our compeers. * * *

"Similar considerations will require us soon to raise the requirements for admission to the Law School, as the Faculty of that Department have recommended. Some reduction in the attendance for a time would be the result, especially while the courts in many states are so lax in the admission of men to the bar. But apparently if the attainments of the members of the American bar are to be raised, the result must be accomplished by the Law Schools, which seem destined henceforth to furnish the professional education of the great body of competent lawyers."

That "some reduction in the attendance" can be endured by the Law Department is demonstrated by the fact that although the registration of students is not yet completed, over 800 have already enrolled—a larger number than were in attendance at any time during the past year.

President Angell's resignation and the appointment of Dean Hutchins to the Presidency of the University, have resulted in a change in the personnel of the law faculty, for, while Dr. Hutchins will continue to act as Dean of this department, his work in second year Equity and in third year Equity will be taken by Professor George L. Clark, who, having admirably served the law school of the University of Illinois for five years and that of Leland Stanford University for two years earlier, has accepted an appointment to Michigan's law faculty.

---

A MISLEADING OPINION AS TO THE DEFENSE OF NON-DELIVERY OF A NEGOTIABLE INSTRUMENT IN AN ACTION BY A HOLDER IN DUE COURSE.—The case of *Sheffer* v. *Fleisher,* decided by the Supreme Court of Michigan, September 21, 1909, and reported in 16 Detroit Legal News, 589, 122 N. W. 543, has already attracted considerable attention, by reason of its apparent disregard of a provision of the act of June 16th, 1905, P. A. 1905, p. 389, commonly known as the Negotiable Instruments Law.

The case as reported is shortly this: Six notes bearing the genuine signature of the defendant as maker came to the hands of the plaintiff as a *bona fide* purchaser for value. The defense interposed was that the notes were not delivered to the payee or any other person. The jury found a verdict for the defendant.

The testimony was, in substance, that one Hirschberg, representing the Le Maire Optical Company, came into the defendant's store and attempted to sell defendant some optical goods. Hirschberg and the defendant had practically agreed orally upon an arrangement, which Hirschberg had put or was to put in the form of a contract, but which was not signed by the defendant. The purport of the arrangement between the parties was that the defendant was to order certain goods, but defendant had not signed the order. He had, however, signed the notes which were left lying on the show-case or counter in the defendant's store. Hirschberg was to make a